

ANNEXES
AND
TECHNICAL SCHEDULES
TO THE DEFENSE AGREEMENT
PURSUANT TO
THE NORTH ATLANTIC TREATY
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF ICELAND
OF
MAY 5, 1951



Ministry for Foreign Affairs, 18 January 2007

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G E N E R A L A N N E X

ARTICLE 1

The United States may enter upon and use for military purposes, in furtherance of the defense of Iceland and the North Atlantic Treaty area in carrying out plans of the North Atlantic Treaty Organization or its duly authorized delegate, the areas to be agreed upon between the parties hereto, such areas being herein referred to as the agreed areas.

ARTICLE 2

In the interest of the security of the North Atlantic Treaty area, any of the agreed areas and any of the operating privileges granted by this Agreement may be made available to the armed forces of the other parties to the North Atlantic Treaty consistently with decisions and plans of and under such conditions as may be adopted by, the North Atlantic Treaty Organization or its duly authorized delegate. The prior approval of the Icelandic Government shall be required for the stationing of such armed forces in Iceland except in a military emergency in which case Icelandic approval shall be sought without delay. The provisions of this Article shall not be construed to affect the total number of personnel stationed in Iceland pursuant to the terms of this Agreement.

ARTICLE 3

The United States may make arrangements and install or construct facilities within the agreed areas (a) to improve and generally to fit the area for military uses; (b) to station and house personnel, to provide for their health, recreation and welfare and to store necessary supplies and equipment; and (c) to provide for the internal security of the area. The United States may make such other arrangements and install or construct such facilities as are mutually agreed upon to be necessary for the defense of Iceland and the North Atlantic Treaty area. The United States will keep the Icelandic authorities fully informed regarding plans concerning the development of the agreed areas and the arrangements and facilities thereon.

ARTICLE 4

The United States may, insofar as shall be mutually agreed to be necessary for the purposes of this Agreement, control landings, take-offs, anchorages, moorings, movements and operation of ships and water-borne craft, aircraft and vehicles in and near Iceland.

ARTICLE 5

The United States may use such rights of way as may be agreed upon by the two Governments and may construct, maintain and operate thereon, as may be required for the support of operations under this Agreement, wire and radio communication facilities, including submarine and subterranean cables, and transportation facilities.

ARTICLE 6

The United States, under such conditions as may be agreed upon, may employ and use public utilities, services and transportation and communication facilities in Iceland as may be necessary in connection with operations under this Agreement.

ARTICLE 7

1. Under the Agreement dated October 7, 1946, between the United States and Iceland, as implemented by subsequent arrangements between the parties, certain immovable property, installations and facilities at Keflavik Airport have become the property of Iceland and other immovable property, installations and facilities will become the property of Iceland upon termination of that Agreement. Iceland agrees that all such property which shall upon the coming into force of this Agreement be owned by the Icelandic Government or its subdivisions or agencies and be situated upon or used in connection with operations at Keflavik Airport, and any other property then so owned and situated or used shall be available for occupancy and use by the United States for the purposes of this Agreement, without charge and without restriction except as provided in this Agreement. The agreed areas are to be maintained at United States expense except as provided in the annex on Civil Air operations.

2. The following classes of property shall remain the property of the United States for the duration of this Agreement and may be removed from Iceland, free of any restrictions, or disposed of in Iceland by the United States as agreed upon with the Icelandic authorities, at any time before the termination of this Agreement or within a reasonable time thereafter.

(a) Movable property installed by the United States or its agents at the Keflavik Airport since April 5, 1947;

(b) Improvements and facilities installed or constructed by the United States in Iceland under this Agreement and capable of being removed without substantial damage to structures constructed prior to the coming into force of this Agreement; and

(c) Equipment, material, supplies and goods brought into or procured in Iceland by the United States under this Agreement.

3. All other property provided by the United States and located in Iceland under this Agreement shall remain the property of the United States until the termination of this Agreement, whereupon, except as provided in paragraph 4 below, it shall become the property of Iceland without compensation to the United States.

4. If Iceland unilaterally terminates this Agreement during the term of the North Atlantic Treaty, the provisions of this paragraph shall apply until the Council of the North Atlantic Treaty Organization shall determine that there no longer exist any military requirements for operating rights in Iceland. All property provided by the United States and located in Iceland under this Agreement and all property mentioned in paragraph 2. (a) above shall remain the property of the United States and may at any time be removed from Iceland, free of any restrictions, provided the same is capable of being removed without substantial damage to structures constructed prior to the coming into force of this Agreement, or may be

sold or otherwise disposed of by the United States in consultation with the Icelandic authorities, within a reasonable time after the unilateral termination of this Agreement. Facilities and property owned by the Icelandic Government, located in the agreed areas on the termination of this Agreement and considered by the United States to be necessary to keep the areas in appropriate condition for military occupancy and use in the event of hostilities involving the North Atlantic Treaty area, shall remain in the agreed areas during the term of the North Atlantic Treaty. Such maintenance work in the agreed areas as the Council of the North Atlantic Treaty Organization or its duly authorized representative may consider necessary shall be performed by Iceland, or, if Iceland so desires, by the United States.

5. In case of loss or destruction of any property of either party located within the agreed areas, such party shall not be entitled to compensation from or replacement by the other party.

ARTICLE 8

The United States is not obligated to turn over the agreed areas to Iceland at the expiration of this Agreement in the condition in which they were at the time of their occupancy by the United States. However, waste material will, to the extent practicable, be removed, destroyed or otherwise disposed of upon surrender of the agreed areas.

ARTICLE 9

Iceland will make all acquisitions of land and other arrangements required to permit entry upon and use of the agreed areas in accordance with this Agreement, and the United States shall not be obliged to compensate Iceland or any national of Iceland or other person for such occupancy or use of any of the agreed areas.

ARTICLE 10

United States public vessels and aircraft, and the armed forces and vehicles, including armor, of the United States shall, in connection with operations under this Agreement, be accorded free access to and movement between ports and the agreed areas through Iceland, including territorial waters, by land, air and sea. This right shall include freedom from compulsory pilotage and all toll charges. United States aircraft may fly over and land in any of the territory of Iceland, including the territorial waters thereof, without restriction except as mutually agreed.

ARTICLE 11

The United States may, in agreement with the Icelandic authorities, construct and maintain necessary roads and bridges, and improve and deepen harbors, channels, entrances and anchorages, affording access to the agreed areas. The United States and Iceland will from time to time consult together with a view to entering into arrangements under which the United States will participate in the increased maintenance of roads due to use by the United States.

ARTICLE 12

The United States agrees that members of the United States forces and their dependents and non-Icelandic employees of United States Government contractors shall, unless the appropriate authorities of Iceland otherwise agree, reside within the agreed areas. This Article shall not be so construed as to prevent such personnel who may be in a transient or leave status from remaining for short periods of time in hotels or similar establishments in Iceland which are open to the general public upon a space available basis.

DONE at Reykjavik, May 8, 1951.

Edward B. Lawson
Bjarni Benediktsson

ANNEX ON
CIVIL AIR OPERATIONS

ARTICLE 1

Civil Aviation is under the control of Iceland. Recognizing Iceland's responsibility for the regulation of civil aviation, the United States agrees that nothing in this Agreement shall be in derogation of operational, safety and similar regulations put into effect by Iceland to govern the use of Keflavik Airport by civil aircraft. Iceland will consult with the United States prior to amending, rescinding or supplementing any such regulations now in effect. Iceland will maintain at the Airport a governmental aviation agency to carry out the Icelandic Government's responsibilities in regard to civil aviation operations at Keflavik Airport pursuant to the provisions of this Agreement, the employees of which agency shall, when on duty at the airport, wear the distinctive uniform of that agency.

ARTICLE 2

Subject to such transitional arrangements as may be mutually agreed upon between the appropriate authorities of the United States and Iceland, Iceland will, upon the coming into force of this Agreement, assume direction of and responsibility for civil aviation operations at Keflavik Airport at the risk and, except as otherwise provided herein, at the expense of Iceland. However, since control of security must rest with the military authorities, it is understood that, to the extent that military needs require (of which the United States military authorities shall be the judge), the United

States military authorities may assume full direction of and responsibility for operational control (including tower and approach control) and operational services relating to civil aviation operations for such periods as they deem necessary. Normally, aircraft, civilian or military, will be serviced in the order of arrival upon the airport unless military necessity requires priority service for the military aircraft. The United States authorities and Icelandic authorities will, from time to time, consult together relative to expenses which may arise by reason of services rendered by the Icelandic aviation agency ground operation employees in servicing United States military or air transport aircraft. In view of the I.C.A.O. designation of responsibility for oceanic area traffic control to Iceland, the United States and Iceland will coordinate their activities in this regard in order to assure essential security as well as safety measures.

ARTICLE 3

The United States will progressively replace the present civilian contract operation of Keflavik Airport by a military operation augmented by qualified Icelandic personnel. The United States will, on the coming into force of this Agreement, provide suitable aircraft maintenance services and restaurant and hotel facilities and services available at Keflavik Airport to the Icelandic aviation agency, on reasonable terms to be determined by mutual agreement, for use of commercial carriers and provide messing facilities for employees of the Icelandic aviation agency at reasonable rates. Operational clearance services (including taxi lead-in, meteorological and communications services), firefighting services and emergency medical care will be provided by the United States

without charge. Ramp and associated services for civil aircraft (including fire-guard, ladder and aircraft custodial services) will be the responsibility of the Icelandic aviation agency, but the United States will make its equipment available therefor without charge. It is understood that the following Icelandic agencies will occupy office space reasonably required in discharge of their necessary functions at the Airport: The Icelandic aviation agency for its use and for the use of commercial carriers, Post and Telegraph Administration, National Bank of Iceland, the Immigration Service, the Customs Service and the Icelandic Tourist Bureau. Expenses of providing necessary Icelandic official services will be borne by Iceland. The expenses of such development and maintenance of the Airport as the United States may consider necessary will be borne by the United States.

ARTICLE 4

The Government of Iceland, for security reasons, or the North Atlantic Treaty Organization military authorities, for military reasons, shall have the right summarily to restrict on a temporary or continuing basis civil air operations at Keflavik Airport. Every reasonable effort will be made to avoid interruption of civil air operations.

ARTICLE 5

The United States and Iceland, recognizing the desirability of separating civil air operations from military operations, will from time to time consult together, through their appropriate authorities, with a view to entering into arrangements under which continued civil air operations will, so far as practicable, make use of separate areas, facilities and services.

ARTICLE 6

The United States desires to employ and utilize qualified Icelandic personnel in functions relating to air operations, consistent with over-all operational requirements. In order to provide for the training of Icelandic personnel in the field of aviation the United States will assist Iceland in every practicable manner. The details of such training programs and the numbers of Icelanders to be trained will be arranged between the two governments.

DONE at Reykjavík, May 8, 1951.

Edward W. Larson
Bygnir Benediktsson

ANNEX ON

A D M I N I S T R A T I O N

ARTICLE 1

The United States is authorized to employ and supervise military and civilian personnel as required in connection with operations under this Agreement. No Icelandic nationals will be directly or indirectly employed by the United States except with the consent of the Icelandic authorities.

ARTICLE 2

The United States may make topographic, hydrographic, and coast and geodetic surveys and aerial photographs in any part of Iceland and waters adjacent thereto. Copies with title and triangulation data of any such surveys or photomaps shall be furnished to Iceland.

ARTICLE 3

The United States may establish, maintain and operate United States post offices in the agreed areas for the exclusive use of the United States armed forces and civilian personnel who are nationals of the United States and employed in connection with operations under this Agreement, and the families of such persons, for domestic use between United States post offices in the agreed areas and between such post offices and other United States post offices.

ARTICLE 4

The United States may bring into Iceland members of the United States military forces without regard to passport and visa requirements and, subject however to such requirements, the families of such members, civilian employees of such forces, non-Icelandic technical personnel and employees of contractors of the United States, in connection with operations under this Agreement. Members of the United States military forces shall at all times carry appropriate identification cards or tags.

ARTICLE 5

The United States may establish Government agencies in the agreed areas, including concessions such as sales commissaries, military service exchanges, messes and social clubs for the exclusive use of the United States military forces and authorized civilian personnel and their families; and the same shall be free of all licenses, fees, excise, sales or other taxes or imposts. The merchandise or services sold or dispensed by such agencies shall be free of all taxes, duties and imposts. Administrative measures shall be taken by the appropriate authorities of the United States to prevent the resale of goods which are sold under the provisions of this Article to persons not entitled to buy goods at such agencies and, generally, to prevent abuse of the privileges granted under this Article. There shall be cooperation between such authorities and the authorities of Iceland to this end.

ARTICLE 6

The appropriate authorities of the United States and Iceland will cooperate in making arrangements in the interest of sanitation and health.

DONE at Reykjavík, May 8, 1951.

Edward W. Lanson
Bygnir Benediktsson

TECHNICAL SCHEDULE NO. 1

This technical schedule sets forth the areas agreed upon between the United States and Iceland pursuant to Article 1 of the General Annex to the Agreement between them dated May 5, 1951, and supplements Article 3 of the same Annex by setting forth arrangements and facilities agreed upon as of particular importance for each area.

KEFLAVIK AREA

Area. The government-owned Keflavik Airport area, comprising approximately 22,753 acres and including the airfields formerly designated as Meeks Field and Patterson Field and the Broadstreet range, with all facilities thereon and outside facilities now being used in connection with airport operations (e.g. the radio range).

Arrangements and Facilities. Hangars, shops, runways, taxiways, hardstands, parking aprons, storage and distribution facilities including those for gasoline and other petroleum supplies, communication facilities and navigation aids (including meteorological systems), radio and radar apparatus and electronic devices of any desired power, type of emission and frequency, power and distribution systems.

General. The United States military authorities and the appropriate authorities of Iceland will consult together, to the extent military requirements permit, relative to the location of structures and facilities which the United States may desire to construct in the Keflavik Area.

REYKJAVIK AREA

Area. Space (perhaps 10-15 acres, preferably outside the city) to station and house personnel protecting airport, port and communications facilities, the exact requirements to be determined in agreement with the Icelandic authorities after a survey.

If it is found desirable, in the mutual interest of the Icelandic Government and the military authorities, that headquarters be maintained near the seat of government to facilitate liaison, additional space for a small headquarters unit.

Arrangements and Facilities. Access to airport, port and communication areas for security purposes.

HVALFJORDUR AREA

Area. If it is found necessary to station troops to protect the petroleum tank farm, a small adjacent area (perhaps 5 acres) to station and house them, the exact requirements to be determined in agreement with the Icelandic authorities after a survey.

Arrangements and Facilities. Access to tank farm for security purposes.

OTHER AREAS

CONTROL AND WARNING STATIONS

Area. At least three locations (perhaps 5 acres each) for control and warning stations and supporting personnel, the exact requirements to be determined in agreement with Icelandic authorities after a survey.

Arrangements and Facilities. Necessary radar and radio facilities.

TRAINING AREA. Approximately 6 x 10 miles to be selected in agreement with the Icelandic authorities.

RADIO DIRECTION FINDER STATION

Area. Unless a survey indicates that it can be located in the Keflavik area, one radio direction finder station with supporting personnel for air rescue and ASW purposes, the location and requirements to be determined by mutual agreement between the United States and Icelandic Governments after a survey.

Arrangements and Facilities. Necessary direction finder and radio facilities.

DONE at Reykjavik, May 8, 1951.

Edward W. Lanson

Byanni Benediktsson

TECHNICAL SCHEDULE NO. 2

This technical schedule sets forth the military personnel agreed upon between the United States and Iceland pursuant to Article III of the Agreement between them dated May 5, 1951. The United States, on behalf of the North Atlantic Treaty Organization has proposed to station up to approximately 3900 personnel in Iceland pursuant to the Agreement of May 5, 1951. Iceland has approved this figure. The United States military authorities have stated that such a force is not considered a complete security force for Iceland, its composition having been determined in the light of Iceland's basic defense needs, the prospective availability of equipment and personnel and the special problems presented by Iceland's small population and non-military tradition. Improved availabilities, changes in the strategic situation or the need to provide additional supporting services for forces that would be required in the event of hostilities may lead to proposals by the North Atlantic Treaty Organization or its representative to augment the security force from time to time, even in the absence of hostilities. Iceland has advised the United States that it has taken note of these statements and that any such proposals will be given serious consideration taking into account the responsibilities of the North Atlantic Treaty Organization and

its members. Iceland has further informed the United States that it recognizes that whenever the contingency provided for in Articles 5 and 6 of the North Atlantic Treaty shall occur, the number of military personnel to be stationed in Iceland is a matter to be determined by the North Atlantic Treaty Organization military authorities.

DONE at Reykjavik, May 8, 1951.

Edward W. Larson

Þyngvi Benediktsson

TECHNICAL SCHEDULE NO. 3

This technical schedule sets forth the measures of control to be exercised by the United States over aircraft, vessels and vehicles as agreed between the United States and Iceland and supplements Article 4 of the General Annex to the Agreement between them dated May 5, 1951.

Aircraft: The United States will exercise control of aircraft movements in the vicinity of Keflavik Airport as provided in the Annex on Civil Air operations. The United States does not intend any further activity relating to aircraft under Article 4 of the General Annex except for purposes of identifying approaching aircraft and controlling the movement of any believed to be unfriendly.

Vessels: For the time being, the United States does not intend any activity relating to vessels under Article 4 of the General Annex except for the purposes of identifying approaching vessels and controlling the movement of any believed to be unfriendly. If Iceland should at any time make available anchorage, harbor or naval shore facilities at Hvalfjordur or elsewhere the United States would wish to control approach to and movement of vessels in the area and vicinity.

Vehicles: The United States desires to control movement of vehicles in, into and out of the agreed areas, but not outside of the agreed areas.

Hostilities or military emergency: In time of hostilities or in a military emergency the United States would expect to exercise control over movement of vessels, aircraft and vehicles in Iceland and adjacent waters and air spaces to the extent required by the military situation.

DONE at Reykjavik, May 8, 1951.

Edward W. Lanson

Byonni Benediktsson

TECHNICAL SCHEDULE NO. 4

The Government of Iceland has reserved concurrent jurisdiction over members of the forces of the United States and their dependents for certain offenses committed in Iceland against the laws thereof as described in Article 2 of the Annex on the Status of United States Personnel and Property of the Agreement entered into between the Governments of the United States and Iceland on May 5, 1951. However the Government of Iceland does not desire to exercise jurisdiction so reserved by it except in those cases considered to be of particular importance to Iceland. Accordingly, instructions to that effect will be communicated to the appropriate Icelandic civil authorities together with appropriate directions to such authorities that upon the arrest or apprehension of a member of the United States forces or of a dependent of a member of such forces in connection with an offense within the reserved concurrent jurisdiction of Iceland, such member or dependent will, in the absence of specific instructions otherwise, be surrendered to the appropriate authorities of the United States in Iceland.

It is understood between the Governments of the United States and Iceland that the United States military authorities in Iceland may control the movement of persons into, from and upon the agreed areas and may apprehend and detain persons thereon or remove persons therefrom. It is further understood that appropriate instructions will be issued providing that the United States military authorities and the appropriate civil authorities of Iceland will cooperate, and unless circumstances prevent, act jointly to apprehend, arrest or detain, in agreed areas under the control of the United States forces in Iceland, persons other than members of the United States forces and their dependents who

are wanted for any reason by the Icelandic authorities or who create disturbances upon, commit offenses therein, or who violate the rules and regulations of the United States forces applicable to agreed areas.

Any such person who is arrested, apprehended or detained by United States authorities shall be handed over to the appropriate Icelandic authorities at the earliest practicable time.

The United States military authorities will to the extent possible, cooperate with the Icelandic authorities to prevent the entry into the agreed areas of persons whom the Icelandic authorities desire to be excluded therefrom.

The appropriate authorities of Iceland will, at the request of the United States authorities, make all possible arrangements to secure the attendance at trials conducted by the United States forces of such Icelandic nationals as may be required by the United States authorities as witnesses.

DONE at Reykjavík, May 8, 1951.

Edward W. Lanson
Þyanni Benediktsson

TECHNICAL SCHEDULE NO. 5

Training of Icelanders in the Field of Aviation

The United States agrees to complete the training of Icelanders as provided for in paragraph j of the notes exchanged on May 6, 1949.

DONE at Reykjavik, May 8, 1951.

Edward W. Lanson
Hjónni Benediktsson